

Exhibit A

19-2-04710-31
CMP 2
Complaint
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SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO WASH

SUPERIOR COURT OF WASHINGTON
COUNTY OF SNOHOMISH

DANIEL LEONARD,

Plaintiff,

vs.

THE BOEING COMPANY,

Defendant.

19.2 04710 31

No.

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, Daniel Leonard, by and through his attorney of record, Rodney R. Moody, and hereby allege as follows:

I. INTRODUCTION

1.1 This Complaint is brought alleging a breach of contract, negligent infliction of emotional distress, and discrimination in violation of the Washington Law Against Discrimination.

II. JURISDICTION

2.1 The acts and omissions complained of below occurred in Snohomish County, Washington.

2.2 Venue is proper in this Court as the acts complained of occurred in Snohomish County.

2.3 This Court has jurisdiction pursuant to RCW 49.60.

III. PARTIES

3.1 At all times complained of below Mr. Leonard was a citizen of the State of Washington and resident of Snohomish County.

1 3.2 The Boeing Company is a corporation licensed to conduct business within the State of Washington.

2 **IV. FACTS**

3 4.1 Mr. Leonard has been employed by Defendant Boeing for 30 years. He was fully successful in his
4 employment with no prior disciplinary action.

5 4.2 All performance reviews of Mr. Leonard have been positive including his last Integrated
6 Performance Score which was 1.05 out of a possible 1.10.

7 4.3 Mr. Leonard worked in a Union position for 22.5 years before being offered the opportunity to
8 assume a management position.

9 4.4 Mr. Leonard had concerns regarding assuming a management position because of the lack of
10 security he would have in his employment. Plaintiff was aware of the Employee Corrective Action
11 Process Requirements (ECAPR) and the protection afforded to Union employees of Defendant
12 Boeing.

13 4.5 The ECAPR assures employees subject to these Requirements that they will be treated in a given
14 manner for specific alleged conduct. Mr. Leonard discussed this with the supervisors when offered
15 the management position. Mr. Leonard was assured by his supervisors that his employment as a
16 management employee would still be subject to these Requirements and would afford him
17 protection. Based upon this representation Mr. Leonard accepted a management position in which
18 he worked in a fully successful manner for 7.5 years.

19 4.6 In February 2019 Mr. Leonard was requested to meet with a representative from Human Resources
20 with which he complied. During this meeting he was confronted with vague allegations regarding
21 alleged adult conversations that he had engaged in with two separate female employees which had
22 both occurred more than one year prior. Both conversations were singular events which resulted in
23 no further communications between Mr. Leonard and either female employee.
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1 4.7 At no time was Mr. Leonard notified that there were any concerns regarding the conversations that
2 he had had with these female employees.

3 4.8 The first employee, Dena Kilby, is an employee with whom Mr. Leonard has had contact
4 approximately 20 or more occasions over the past 7 years as he directly supervised her for portions
5 of this time. All of these conversations occurred on the shop floor and were highly visible to all
6 employees. Of these 20 or more communications only one involved any discussion regarding
7 personal matters that could be interpreted as sexual. There was no subsequent conversation
8 between Mr. Leonard and Ms. Kirby of any personal nature. Until this issue was raised in February
9 2019 by the HR representative Mr. Leonard had received no indication that there were any concerns
10 regarding this singular conversation.
11

12 4.9 Subsequent to this personal conversation Ms. Kilby did have several questions of Mr. Leonard
13 regarding concerns that she had hiring a roofer to perform maintenance on her personal residence.
14 Mr. Leonard knew of a qualified roofer and Mr. Leonard's wife contacted Ms. Kilby to provide her
15 with the name of this company. Ms. Kilby was apparently satisfied with the work of this company
16 and subsequently thanked Mr. Leonard for his recommendation.
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18 4.10 The second employee the HR representative discussed with Mr. Leonard involved a conversation
19 between Mr. Leonard and Amanda Picard. Mr. Leonard and Ms. Picard had one conversation
20 which had occurred more than one year prior. There was no solicitation on Mr. Leonard's part of
21 any type of inappropriate sexual contact and there were no further communications with her of any
22 personal nature. There were several additional business-related conversations as Mr. Leonard was
23 Ms. Picard's immediate supervisor. Again, no concerns were ever raised with Mr. Leonard by any
24 supervisor or Ms. Picard regarding this conversation.
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4.11 In the Employee Corrective Action Matrix PRO-4332 addresses mitigating factors. These include an incident of alleged sexual harassment as a single incident, not directed at any individual person, no offensive intent was present and the potential of minimal impact. Virtually all these factors applied to the conversations between Mr. Leonard and the two employees identified above. Under PRO-4332 (3) the "ECA" Level states, "Usually results in time off from work." In addition, sexual harassment training is generally required as well.

4.12 Rather than provide time off from work Mr. Leonard's employment was immediately terminated. This is in direct conflict with PRO-4332 (3).

4.13 During his employment in a management position Mr. Leonard had been specifically complemented by each of his three prior supervisors, Rick Spears, Jeff Wizner, and Bill Burke because his performance was considered exemplary in part because of his understanding of the disciplinary matrix and his consistent, fair application thereof. Mr. Leonard was acting second level supervisor on many occasions and mentor for other employees to excel.

4.14 Rather than consistently apply PRO-4332 et.seq. to the alleged conduct engaged in by Mr. Leonard his employment was terminated immediately in direct contravention of this policy.

4.15 Mr. Leonard appealed this determination, but this appeal was denied with no explanation as to the basis for the decision to not consistently treat him in accordance with the ECAPR matrix.

4.16 Mr. Leonard is 49 years of age and commanded a significantly higher wage as a result of his 30 plus years of employment with Defendant Boeing then his peer level management employees.

4.17 Upon information and belief, Mr. Leonard was replaced in his position by an individual substantially younger than Mr. Leonard.

V. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

5.1 Plaintiff re-alleges the preceding paragraphs as if fully set forth herein.

1 5.2 The Defendant owed Plaintiff a duty not to inflict emotional distress.

2 5.3 The Defendant's actions have breached the duty to not inflict emotional distress upon Mr. Leonard.

3 5.4 By refusing to engage in a consistent application of the ECAPR matrix Defendant Boeing breached
4 its duty of care and inflicted emotional distress upon Mr. Leonard.

5 5.5 Plaintiff has suffered emotional distress and damages in an amount to be established at trial.

6 **VI. DISCRIMINATION: WLAD**
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8 6.1 Plaintiff hereby re-alleges the preceding paragraphs as if fully set forth herein.

9 6.2 Mr. Leonard is more than 40 years of age and always worked fully successfully for Defendant
10 Boeing.

11 6.3 Mr. Leonard had been employed by Defendant Boeing for a period of 30 years. As such he
12 commanded a significantly higher salary than other peer level management employees.

13 6.4 Mr. Leonard was terminated because of his age. Upon information and belief he was replaced
14 with a substantially younger employee.

15 6.5 As a direct and proximate result of the above described discriminatory behavior on the part of the
16 Defendant Mr. Leonard suffered both special and general financial damages in an amount to be
17 established at trial.
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19 **VII. BREACH OF CONTRACT**

20 7.1 Mr. Leonard hereby realleges the preceding paragraphs as if set forth in full.

21 7.2 Mr. Leonard was aware of and consistently applied the ECEPR matrix as it applied to other
22 employees whom he supervised as a manager. Mr. Leonard was consistently complemented for
23 his consistent fair application of this matrix by his immediate supervisors.
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25 7.3 Mr. Leonard was concerned about leaving a Union position when offered a position in
26 management because of the lack of security the management position would not provide. Upon
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being assured that the ECAPR matrix would apply to him as a non-Union employee as well Mr. Leonard accepted the management position.

7.4 Mr. Leonard had a reasonable expectation that the fair, consistent application of the ECAPR matrix would be applied to him should any conduct on his part warrant its consideration.

7.5 Defendant Boeing failed to consistently apply the ECAPR matrix to the actions of Mr. Leonard as alleged. Mr. Leonard's employment was wrongfully terminated which was inconsistent with PRO-4332 et.seq.

7.6 Mr. Leonard has suffered damages in an amount to be established at trial.

VIII. JURY DEMAND

8.1 Plaintiff demands a jury trial of twelve.

IX. PRAYER FOR RELIEF

WHEREFORE having stated the preceding causes of action Plaintiff does hereby pray for relief as follows:

1. For back pay, front pay, and other economic damages;
2. For emotional damages;
3. For an award of reasonable attorney's fees pursuant to RCW 49.60.030(3);
4. For costs of suit herein;
5. Tax relief;
6. For reinstatement to his position of employment with Defendant Boeing; and
7. For such other and further relief as the court deems just and proper.

DATED this 24th day of May, 2019.


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